

**Cornell University
ILR School**

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Harborfields Central School District of Greenlawn and Harborfields Professional Office Personnel Union, United Public Service Employees Union (UPSEU) (2011)**

Employer Name: **Harborfields Central School District of Greenlawn**

Union: **Harborfields Professional Office Personnel Union, United Public Service Employees Union (UPSEU)**

Local: **N/A**

Effective Date: **07/01/11**

Expiration Date: **06/30/15**

PERB ID Number: **5205**

Unit Size: **N/A**

Number of Pages: **40**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

WC/ 5205

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

DEC 1 / 2012

AGREEMENT OFFICE OF THE CHAIR

between the

HARBORFIELDS CENTRAL SCHOOL DISTRICT

OF GREENLAWN

GREENLAWN, NEW YORK

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION

HARBORFIELDS PROFESSIONAL OFFICE PERSONNEL

Effective:

July 1, 2011 through June 30, 2015

TABLE OF CONTENTS

	<u>Page</u>
Article I Recognition.....	1
Article II Dues Deduction and Agency Fees	2
Dues.....	2
Agency Fee	3
Article III Declaration of Pledge of No-Strike Policy	4
Article IV Health Insurance and Other Insurance Benefits	5
Health Insurance	5
Health Insurance of Retirees.....	5
Flexible Benefits Plan.....	6
Life Insurance.....	6
Dental Insurance	6
Optical Insurance	7
Disability Insurance	7
Article V Physical Examinations	8
Article VI Retirement	9
Article VII Workshops and Conferences.....	10
Article VIII Joint Administrative-Clerical Staff Committee	11
Article IX Salary Schedule.....	12
Article X Work Year, Hours of Work, and Overtime.....	14
Article XI Leaves of Absence	15
Sick Leave	15
Infant Care Leaves of Absence	15
Catastrophic Illness.....	16
Bereavement.....	17
Personal Days.....	17
Personal Leave	18
Jury Duty.....	18
Article XII Vacation Pay and Vacations	20

Article XIII	Grievances.....	22
	Purpose.....	22
	Definitions	22
	Procedure	22
	Basic Principles.....	22
	Initiation and Processing of Formal Grievance.....	23
	Rights of Parties in Interest	25
	Miscellaneous	25
	Rights of the District.....	25
Article XIV	Job Openings, Transfers and Promotions.....	26
Article XV	General	27
Article XVI	Conclusion	29
Article XVII	Taylor Law Notice	30
Article XVIII	Duration of Agreement.....	31
Appendix A	Payroll Deduction Authorization	
Appendix B	Salary Schedule	

AGREEMENT, made and entered into this 15th day of November, 2012 by and between the HARBORFIELDS CENTRAL SCHOOL DISTRICT OF GREENLAWN and the HARBORFIELDS PROFESSIONAL OFFICE PERSONNEL UNION.

ARTICLE I — RECOGNITION

The HARBORFIELDS CENTRAL SCHOOL DISTRICT OF GREENLAWN, GREENLAWN, NEW YORK (hereinafter known as the District), hereby agrees to recognize UNITED PUBLIC SERVICE EMPLOYEES UNION, HARBORFIELDS PROFESSIONAL OFFICE PERSONNEL UNION (hereinafter referred to as the Union) as the sole and exclusive representative organization for the full-time and regular part-time employees employed seventeen and one-half (17-1/2) hours per week or more, including, but not limited to, the following classifications:

10 Month Clerk,	Senior Stenographer,
12 Month Clerk,	Principal Stenographer,
10 Month Clerk Typist,	Principal Clerk
12 Month Clerk Typist,	Account Clerk,
Stenographer,	Senior Account Clerk,
Senior Clerk Typist,	Principal Account Clerk

excluding the following positions:

District Clerk,
Secretaries to the Superintendent and Deputy and Assistant Superintendent(s),
Executive Director(s), and
Accounts Manager

with regard to rates of pay, wages, hours of employment and other terms and conditions of employment.

ARTICLE II— DUES DEDUCTION AND AGENCY FEE

A. Dues

1. The District agrees to deduct from the salaries of unit employees dues for the Union as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies so collected promptly to the Union. Employee authorization shall be in writing on forms mutually approved by the District and the Union.
2. Deductions referred to above shall be made in the following manner:
 - a. The Union shall certify to the District in writing its current rate of dues. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Union.
 - b. The total annual membership dues, certified as mentioned above, shall be deducted in ten (10) equal installments beginning with the second pay period in October, and thereafter in every other pay period.
 - c. No later than thirty (30) days prior to the second scheduled pay date in October, the Union shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues, except for such employees whose original signed dues authorization cards were previously submitted to the District.
3. Additional authorizations, submitted after the schedule set forth in paragraph 2 (c) above, shall be honored and become effective on the pay date next following the passage of thirty (30) days after receipt by the District. Such dues shall then be deducted at the same rate and at the same time as the installment payments set forth in paragraph 2 (b).
4. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Union.
5. An employee may withdraw his authorization by written notice given to the District. The District shall promptly notify the Union upon receipt of any such notice. Said withdrawal shall become effective on the pay day next following the passage of thirty (30) days from the District's receipt of that notice.

B. Agency Fee

1. Subject to the provisions of law, each employee of the District performing unit work who is not a member of the Union will pay to the collective bargaining agent each month a service fee toward the administration of this Agreement and the representation of such employee in collective negotiations provided, however, that such employee shall have available to her/him membership in the Union.
 2. Said service fee shall be certified to the District by the Union. The fee shall be apportioned for any part-time or limited employment.
 3. The District shall deduct such fee in the same manner that membership dues are deducted. The Union shall supply the District with a list of names of non-members at least thirty (30) days prior to any regularly scheduled pay date; whereupon service fee deductions shall be made for the balance of the year.
 4. The Union will adopt a refund procedure consistent with law.
- C. If earnings are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.
- D. The Union agrees to save and hold harmless the District from all loss, expenses, damages, costs, and attorney fees limited only to the attorneys provided by the Union, that may accrue as a result of the aforesaid contract provisions by reason of any actions or suits brought against the District.

ARTICLE III — DECLARATION OF PLEDGE OF NO-STRIKE POLICY

In consideration of the recognition by the Board of the Union as the sole and exclusive bargaining representative of said employees, the Union does hereby affirm a policy that it does not assert the right to strike against the school system nor will it assist in or participate in any such strike by the employees nor will it impose any obligation on said employees to conduct, assist, or participate in a strike. Strikes are defined to include work stoppage or any other concerted interferences by employees with the operations of a public service or function.

ARTICLE IV — HEALTH INSURANCE AND OTHER INSURANCE BENEFITS

A. Health Insurance

1. To reflect the cost of Employee-Employer contributions to the Empire Plan-Core Plus All Enhancements (health insurance program):

	<u>Employee</u>	<u>District</u>
Individual Coverage	5%	95%
Individual and Dependent Coverage	20%	80% with 2.5% cap on salary*

In no event shall the District contribute a sum of money towards any employee/dependent medical coverage option greater than the dollar equivalent of the above-stated percent of the individual Empire Plan-Core Plus All Enhancements, and the above-stated percent of dependent Empire Plan-Core Plus All Enhancements, where applicable.

* The employee's contribution for individual and dependent health insurance coverage shall not exceed 2.5% of the employee's salary.

2. In the event a change in carrier is agreed to by the teachers' bargaining unit, the same change in carrier shall apply to this unit.

B. Health Insurance of Retirees

1. The District shall continue to pay the premiums for the health insurance benefits of those members of the clerical staff and their previously covered dependents who have completed seven (7) years of service in the employ of the District prior to their retirement and who retire, or who, if enrolled, would be eligible to retire on New York State Employment retirement pay. The premium paid shall include the dependents of members when the plan in effect includes the same.
2. The District's health insurance contribution for retirees retiring on or after July 1, 2002 shall be ninety-five (95%) percent of the premium for individual coverage and ninety (90%) percent of the premium for individual and dependent coverage; provided, however, that retirees whose family income is such that they would qualify for an exemption or partial exemption from tax, based on income levels as provided in Section 467 of the Real Property Tax Law, as it may be amended from time to time, shall be exempt from the five (5%) percent retiree contribution for individual

health insurance coverage. Retirees who are exempt from the contribution set forth immediately above shall revert back to zero (0%) percent contribution for individual coverage and ten (10%) percent contribution for individual and dependent coverage.

3. The method of calculation of contribution with respect to both employees and retirees shall be in accordance with current District practice.

C. Flexible Benefits Plan

1. Employees who are eligible for health insurance who voluntarily decline such coverage for one (1) year shall be eligible for a declination bonus in the amount of One Thousand (\$1,000.00) Dollars on the anniversary date of the declination. Such amount to be increased to \$1,500 per year when and if at least thirteen (13) employees in the unit apply for such a payment prior to the beginning of the school year. This benefit option shall be provided through the District's Internal Revenue Code "Section 125" Plan. Employees' contributions for health insurance shall be made through the Flexible Benefits plan, subject to any legal limitations on beginning those contributions in the middle of a plan year.
2. Effective July 1, 2001, all benefits of the District's cafeteria plan ("Section 125" or "Flex" plan) will be made available to the employees in the bargaining unit, including but not limited to the ability to make health insurance contributions through the cafeteria plan. The terms and conditions of the cafeteria plan shall not otherwise be subject to negotiations between the Union and the District.

D. Life Insurance

The District will provide members of the clerical staff with a fully paid life insurance policy in the sum of Twenty five Thousand (\$25,000.00) Dollars. The District will, to the extent possible under the policy, allow retired employees to purchase coverage under the policy and allow working employees to purchase coverage under the policy and allow working employees to purchase additional coverage up to Twenty Five Thousand (\$25,000.00) Dollars.

E. Dental Coverage

During the life of this contract, the District shall contribute eighty (80%) percent of the individual or family rate per participating unit member towards premiums to maintain the current dental insurance plan.

Those electing to participate shall authorize the District to make the necessary deductions from their payroll checks. These deductions, if any, will be

determined at the time of the adoption of the particular plan and will be spread evenly during the course of the remaining contract year.

F. Optical Insurance

The District will provide optical insurance coverage as provided to the teacher bargaining unit, at the following contribution levels:

100% of individual premium

90% of individual plus dependents premium

G. Disability Insurance

The District shall provide employees with a long term disability plan effective July 1, 2008. The maximum District contribution per employee shall be \$150.00 per year.

ARTICLE V — PHYSICAL EXAMINATIONS

- A. At the time of initial employment and at such other times as the District may require, the employee shall receive a complete physical examination (including x-rays) and submit the results of such examination to the Superintendent of Schools on a form provided by the District.
- B. In the event that an employee does not desire to have the physical examination referred to in A above performed by the employee's physician, the examination will be performed by a school physician at District expense.
- C. Notwithstanding the above, the Superintendent or his/her designee may require an examination of an employee by a school physician or an independent physician at District expense, at any time.

ARTICLE VI — RETIREMENT

- A. The District will make such contributions as are necessary for the New York State Employees Retirement System to provide eligible employees the 75-i non-contributory retirement plan.
- B. Upon retirement an employee shall receive the equivalent of one (1) day's salary (based on $1/200^{\text{th}}$ of annual salary for ten-month employees and $1/240^{\text{th}}$ of annual salary for twelve-month employees) for each three (3) days of accumulated sick leave provided six (6) months' notice of retirement is given to the District. The Superintendent of Schools shall have the discretion to waive the requirements of six (6) months' notice of retirement. Should an employee, however, retire in his/her first eligible year of retirement, with or without penalty, in the retirement plan provided for herein, he/she shall receive a payout of one (1) day's pay for each two (2) days of accumulated sick leave. For the purpose of computing sick leave payout under this Article, in all cases all accumulated sick leave in excess of two hundred sixty (260) days shall not be counted. The retirement payments shall be made through an IRS §403(b) plan.

ARTICLE VII— WORKSHOPS AND CONFERENCES

The Board will place in each school year's budget a sum not to exceed One Hundred (\$100.00) Dollars per year for the purpose of supporting a District-wide workshop and Three Hundred (\$300.00) Dollars per year for the purpose of supporting representative attendance at conferences of educational secretaries by members of the District's clerical staff. Days of absence for attendance at the conference, not to exceed three (3) days, are not to be deducted from sick or personal days.

The nature and schedule of the workshop, and participation in conferences, must be approved by the Superintendent, or his/her designee. All such requests must be related to the duties of the position. The Superintendent retains sole discretion with respect to the approval of all requests.

Any clerical staff member desiring to attend a conference for educational secretaries, at the staff member's own expense, shall require permission from the Superintendent or his/her authorized designee and wherever feasible and practicable may be granted conference days, not to exceed three (3) days in number and said days shall not be deducted from sick or personal days.

ARTICLE VIII — JOINT ADMINISTRATIVE-CLERICAL STAFF COMMITTEE

- A. Upon request of either party, the Superintendent or his/her designee will meet periodically with representatives of the clerical personnel for purposes of reviewing and studying ongoing terms and conditions of employment of said clerical personnel.
- B. The Superintendent, or his/her designee, at his/her option, shall meet and consult with a representative of the Union during the school year on matters of mutual concern.

ARTICLE IX — SALARY SCHEDULE

- A. There shall be across the board increases in the salary schedule, such that all employees hereunder, in all classifications, shall receive wages pursuant to the schedule, Appendix B, attached hereto, as follows:

Effective July 1, 2011:	1.25%
Effective July 1, 2012:	1.25%
Effective July 1, 2013:	1.25%
Effective July 1, 2014:	1.25%

B. Increment

1. Increments shall be paid to eligible twelve-month employees effective July 1 and to eligible ten-month employees effective September 1. Notwithstanding the above, however, effective for the 2012-13, 2013-14 and 2014-15 school years only, increment for eligible twelve-month employees shall be delayed to the following January 1st and to eligible ten-month employees delayed until the following February 1st. An employee must have at least five (5) full months (ten-month employees) or six (6) full months (twelve-month employees) continuous work service in a school year (July 1 — June 30) to be eligible for an increment. A twelve-month employee who is appointed between July 1 and December 31 shall be advanced to the next step the following July 1. A twelve-month employee appointed between January 1 and June 30 will remain on the hiring step of the salary schedule until July 1 of the following year. A ten-month employee who is appointed between July 1 and January 31 shall be advanced to the next step the following September 1. A ten-month employee who is appointed between February 1 and June 30 will remain on the hiring step of the schedule until September 1 of the following year.
 2. Any increment may be withheld by the Superintendent, for unsatisfactory service.
- C. Any Civil Service clerical staff employee hired for less than five (5) hours daily, either ten (10) or twelve (12) months, shall be advanced one (1) step on the salary schedule at one-year intervals.
- D. The District may hire new employees at any step on the salary schedule.

E. Effective July 1, 2007, longevity "steps" shall be as follows:

after 10 full years of service ("step" 11): \$825

after 15 full years of service ("step" 16): \$825 above "step" 11

after 20 full years of service ("step" 21): \$925 above "step" 16

Longevity "steps" are not subject to across-the-board annual percentage increases, and are subject to existing conditions for being granted. No employee shall suffer reduction in pay as a result of this agreement.

F. If an employee is transferred to a lower grade due to the abolishment of a position, said employee will continue to receive his/her then-present salary until the salary schedule in the lower grade equals that which she received in the higher grade.

G. Except as provided in Section F, above, any employee who is promoted to a higher classification or who returns to a lower classification shall be cross-slotted at his or her present step to the salary schedule column applicable to his or her new classification.

H. In the event a clerical employee, because of the absence of another clerical employee, is required to work out of his or her normal civil service classification, said employee, commencing on the eleventh (11th) day of said assignment, shall be cross slotted onto the step of the higher classification that is next highest above their salary in their salary in their existing civil service classification.

Employees who are required to perform such duties for twenty-one (21) days or more shall receive such pay retroactive to the first day of the assignment.

ARTICLE X — WORK YEAR, HOURS OF WORK AND OVERTIME

- A. The normal work year for ten-month employees shall be September 1 through June 30, with the exception of Labor Day and vacation days of teachers between the time teachers first report in September and leave in June.

The normal work year for twelve-month employees shall be July 1 through June 30, with the exception of Labor Day, the day on which Independence Day is celebrated, and vacation days of teachers between the time teachers first report in September and leave in June.

The District may require any unit employee to work during recess (teacher vacation) periods at straight time and one-half on an as-needed basis. This is not to be used across the board as a device to increase the length of the normal work year. Except in case of emergency, an employee may not be required to work during the recess unless the employee has received at least two (2) weeks' advance notice.

- B. The regular work week for all full-time employees in the unit shall be thirty-five (35) hours between September 1 and June 30, and thirty (30) hours between July 1 and August 31.

C. Overtime

1. Overtime pay at the rate of 1.5 times the employee's regular hourly rate may be claimed for overtime required by said employee's administrator, principal or assistant principal for such hours beyond thirty-five (35) hours per week between September 1 and June 30, and for such hours beyond thirty (30) hours per week between July 1 and August 31. The hourly rate shall be calculated as total salary divided by total hours in the normal work year.
2. Overtime pay for work on Sunday shall be at two (2) times the employee's regular hourly rate.
3. There shall be no pyramiding of overtime.
4. Upon agreement between the District and the employee, compensatory time equal to the number of hours over thirty-five (35) may be taken. However, such compensatory time must be granted by the administrator and used by the employee by the close of the following pay period. The date on which the compensatory time off will be used must be agreed to at the time of the agreement to take compensatory time rather than overtime pay.

ARTICLE XI — LEAVES OF ABSENCE

A. SICK LEAVE

1. Effective July 1 of each contract year, each full-time employee shall be credited with twelve (12) days' "sick leave" with full pay, provided, however, that such sick leave shall be prorated on a monthly basis for employees not employed on the active payroll as of July 1 for twelve-month employees, or September 1 for ten-month employees, in any contract year. Unit members may use available sick leave for family illness up to two (2) days per year. To the extent not used, sick leave credit shall be cumulative from year to year during the term of employment to an unlimited maximum. Any sick leave accumulated through June 30 of each contract year is to be included.
2. Effective July 1 of each contract year each twelve-month clerical employee shall receive an additional one (1) day sick leave over that granted ten-month clerical employees.
3. A doctor's certificate may be required after three (3) consecutive days of absence, at the discretion of the Superintendent.
4. An employee sustaining physical injuries, within the scope of his employment, shall continue to be paid by the District his full salary for the duration of his sick leave, which shall be charged for such absence. Upon the final adjudication of the employee's workers' compensation claim, upon reimbursement to the District, the District will reinstate the employee's sick leave, based on the dollar cost of each days' sick leave, to the extent of such reimbursement.

B. Infant Care Leaves of Absence

An employee will be eligible for an unpaid leave of absence for child care subject to the following terms and conditions:

1. A written request for a child care leave must be submitted to the Superintendent of Schools as soon as possible, but no later than ninety (90) days prior to the commencement of the leave. The leave shall commence either on September 1 or February 1 of the academic year, or at any appropriate time in the academic year acceptable to the Superintendent. The notice and/or starting time may be waived by the Superintendent of Schools. The leave will extend for the duration of the school year for which the application is made, a semester or at any appropriate time of the academic year with the consent of the Superintendent. All leaves shall terminate on the following September 1.

2. The leave may be extended for up to one (1) additional academic year provided a request for such extension is received in writing no later than ninety (90) days prior to the end of the leave. Such extended leave shall also terminate on September 1. The maximum period for an infant care leave will be twenty-four (24) months. If an employee desires to return from infant care leave in less than twenty-four (24) months, he/she may make such request in writing to the Superintendent of Schools, provided such request is submitted no later than one hundred twenty (120) days before the requested date of return. All requests for early return are subject to approval by the Board of Education, upon the recommendation of the Superintendent of Schools. The employee on leave for a full year or more will give the District one hundred twenty (120) days' written notice of intent to return. An employee on leave for less than a full year will give the District sixty (60) days' written notice of intent to return. In the event written notice of intent to return is not received, the District shall notify the employee that unless written notice is received within ten (10) days, the employee will be deemed to have abandoned the position.
3. Any employee on infant care leave will accrue no benefits or entitlements during his or her absence. Such employee will be responsible for the full payment of premiums or other obligations for fringe benefits to which the employee is entitled. The employee is not entitled to retirement credit nor is the employee eligible for coverage under the District's insurance benefit program, except for health insurance, which may be continued during his/her absence by the employee paying the full premiums.

C. Catastrophic Illness

Employees who have completed three (3) years of service in the District shall be entitled to catastrophic illness benefits as follows:

1. The catastrophic illness period is defined as .8 times the maximum sick leave the particular employee could have accumulated during his/her years of service in the District (N).
2. This provision covers only continuous days of absence due to an illness or injury.
3. The Board reserves the right to require a doctor's certification from the employee as to the nature of the illness, the reasons for the necessary absence and a prognosis for future service. The Board also reserves the right to require the employee to submit to a complete medical examination by a doctor of its choice at its expense.

4. Prior to the expiration of the catastrophic illness period, the employee shall be compensated for only that number of consecutive days' absence equaling accumulated sick leave.
5. After the expiration of the catastrophic illness (N) period, the employee shall be further compensated for that number of consecutive days of absence equaling (N) or his/her accumulated sick leave prior to the catastrophic illness, whichever is the lesser.
6. In no event shall an employee be entitled to any sick leave accumulation for a work year in which the employee has not actually rendered service; nor shall any such sick leave accumulation (12/13 days) be included in any formulation under this provision.
7. The Board and the Union will review the current plan's application to particular cases where extreme hardship is in evidence.

D. Bereavement

In the event of a death in the immediate family, unit members may charge to their sick leave accumulation a total of five (5) days in any one (1) school year. Immediate family shall be defined as spouse, children, siblings, parents or parents-in-law.

E. Personal Days

1. Employees shall be eligible to receive up to three (3) personal days off per year without loss of pay to meet obligations of a personal nature which cannot be met at times other than during a school day. Such personal leave days shall be prorated on a monthly basis for employees not employed on the active payroll as of July 1 for twelve-month employees, or September 1 for ten-month employees, in any contract year.
2. Personal days are for personal business and for personal obligations such as:
 - a. Legal matters including house closings, income tax hearings, adoption proceedings, court appearances, probating will and the like
 - b. Ceremonies such as family wedding, graduations and religious exercises
 - c. Moving
 - d. Emergency family accidents, doctor or hospital visits
 - e. Funerals of relatives other than immediate family
 - f. Any other purpose which the Superintendent may deem appropriate upon application stating the specific reasons

Personal days may not be used for purposes of involvement in community affairs, for social causes or the like. Extension of holidays or vacations does not constitute personal reasons.

3. For any personal days to be granted, a request must be filed with the building principal and central office at least five (5) working days in advance on a form provided by the District. This notice may be waived in the event of an emergency at the discretion of the Superintendent or his/her designee.

All requests for personal days are subject to the approval of the central office and the employee's supervisor.

4. In filing the District request form for personal leave, the unit member shall state the category of the personal business or personal obligation, such as "legal" "ceremonial", "moving", "emergency medical", "funeral", "religious."
5. Unused personal days shall be transferred to the unit member's accumulated sick leave amount.
6. Except as explicitly provided herein to the contrary, the Superintendent shall continue to have the discretion to grant temporary leaves of absence without pay.

F. Personal Leave

Upon recommendation of the Superintendent, the Board of Education may, at its discretion, grant a leave of absence, without pay, for a period not to exceed one (1) year to a clerical employee who has had five (5) years of continuous service in the District.

G. Jury Duty

1. Employees covered by this Agreement who are summoned for Petit Jury Duty shall receive their regular pay to a maximum of two (2) weeks.
2. Employees covered by this Agreement who are summoned for Grand Jury Duty shall receive their regular pay to a maximum of three (3) weeks.
3. Employees must submit to the District a record of jury duty service to be eligible to receive pay for the period of absence.
4. An employee receiving jury pay must transmit all jury pay (excluding mileage allowance) from any and all other sources to the District.

5. Employees shall notify the District on the first work day following their receipt of a notice to serve on jury duty.
-

ARTICLE XII —VACATION PAY AND VACATIONS

- A. Twelve-month employees hired on or before June 30, 1989 who have completed one (1) full year of employment as of June 30 shall receive twenty-two (22) days of vacation.

- B. Twelve-month employees hired on or after July 1, 1989 shall be eligible to receive vacation as follows:

One (1) day per full month of service as of June 30, for service of less than one (1) full year.

Fifteen (15) days after one (1) complete year of service as of June 30.

Twenty-two (22) days after five (5) completed years of service as of June 30.

- C. Vacation is to be taken between June 30 and August 31. Vacation schedules shall be mutually developed within offices between the administrator and the unit member(s) involved in each office. (If vacation cannot be taken during July and/or August, said time may be rescheduled to a time agreeable to the immediate supervisor and the employee). It is not intended that this would require substitute clerical personnel to cover periods noted.

Upon request to the employee's immediate supervisor and advance written approval, an employee may carry over up to five (5) days' vacation time, which time must be taken no later than June 30 at a time or times mutually agreed upon by the employee and the employee's immediate supervisor. It is understood that such additional vacation days should not be connected to a vacation period.

- D. Ten-month employees hired by the District on or before June 30, 1989, who subsequently become twelve-month employees, will be eligible for vacation on the basis of 1/12th of twenty-two (22) days vacation for each full month of work service in the year immediately preceding the change.
- E. Twelve-month clerical employees may request all pay checks due during their vacation periods just prior to the period of vacation, provided request for same is submitted in writing to the Assistant Superintendent for Business at least thirty (30) days prior to said vacation.
- F. Any twelve-month clerical employee resigning following one (1) full year of employment shall receive vacation pay commensurate with the vacation schedule. Said compensation shall be figured at the rate of pay earned while vacation time was being accrued.

- G. The District may designate up to one (1) week in the summer as a vacation period when all offices shall be closed. These periods shall be part of the employees' vacation period.
 - H. Except as otherwise provided, clerical staff employees shall continue to be excused on those days when the teaching staff is not required to be in attendance. This is not to be construed as a change in the present work year for this unit.
-

ARTICLE XIII — GRIEVANCES

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances of the parties as defined below. Both parties agree that these proceedings shall be kept as informal and confidential as necessary at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration.

B. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of an employee or group of employees as directly related to the interpretation, meaning or application of any of the provisions of this Agreement.
2. The "Superintendent" is the Chief Executive Officer of the District.
3. The "Administrator" is that individual not in the recognized unit who holds a position which includes the responsibility for the administration of a school building or a District-wide supervisory function.
4. The term "days" when used in this Article shall, except where otherwise indicated, mean working school days; thus weekend or vacation days are excluded.
5. The "date of the alleged grievance" is that date on which the event or condition constituting the grievance occurred or that date upon which the grievant knew or reasonably should have known of the event or condition, whichever is later.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

D. Basic Principles

1. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, discrimination or reprisal.
2. The employee instituting a grievance shall have the right at all stages to proceed personally, or through the Union's representative, or any other representative of its choice, except that he/she shall not be represented by any person or representative of an employee organization other than the Union: such as an officer, executive board member, delegate, representative or any employee regularly performing official duties for an organization other than the Union.
3. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and to make a determination within the authority delegated to him/her within the time specified in these procedures.
4. Each party in interest to a grievance shall have the right of access to all written statements and official records pertaining to such case.
5. Both parties agree that grievance proceedings will be kept as informal and confidential as possible at all levels of the procedure.
6. Both parties agree that grievances will relate to real issues and will not be filed frivolously.

E. Initiation and Processing of Formal Grievance

1. Level One

An employee having a grievance shall immediately discuss it with his/her immediate supervisor with the objective of resolving the matter informally. If the grievance is not satisfactorily resolved, the employee shall, within fifteen (15) days of the date of the alleged grievance, submit a written Statement of the Grievance to the supervisor, or if the supervisor is not an administrator, to the next highest administrator, who shall, within five (5) school days of said written submission, submit a written response to the grievant. The written statement of the grievance shall identify the provision(s) of the Agreement allegedly violated, and the date the grievance occurred, and shall be signed by the grieving employee(s).

2. Level Two

In the event that the employee is not satisfied with the disposition of his/her grievance at the Level One, he/she may, within five (5) days of receipt of the response or twenty (20) days of the date of the alleged

grievance, whichever shall occur first, file with the Superintendent the written statement of the grievance and a written statement of Specific Objections to the response, together with the reasons therefor. Copies shall simultaneously be forwarded to the President of the Union.

Within ten (10) school days of timely receipt by the Superintendent of the grievance and Specific Objections, the grievant shall meet with the Superintendent or his/her designee in an effort to resolve the grievance. The President of the Union shall be invited to this meeting. The Superintendent or his/her designee shall, within five (5) days of said meeting, submit a written Statement of his/her Decision to the Grievant and a copy of same to the President of the Union.

3. Level Three

- a. Within five (5) days of the submission by the Superintendent or his designee of the written Statement of his/her Decision, the grievant may request in writing that the Union submit his/her grievance to arbitration. If the Union determines that it is in the best interests of the school system, it may submit the grievance to arbitration within ten (10) days after the grievant's submission of his/her written request.
- b. The arbitrator shall be designated by the Board and the Union from a list of qualified arbitrators submitted by the Public Employment Relations Board in accordance with the rules of said Board for the selection of the arbitrator.

4. The arbitrator shall hold hearings promptly and shall issue his/her recommendation not later than twenty (20) days from the date of closing of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her opinion and conclusions on the issues submitted. The parties recognize that the Superintendent and Board of Education are legally charged with the responsibility of operating the school system. The sole power of the arbitrator shall be to determine whether the terms of this Agreement have been misinterpreted or inequitably applied in such a manner as to affect the conditions or circumstances under which a particular employee or group of employees work; and the arbitrator shall have no power or authority to make any decision which would modify, alter or amend any then-established policy or term of the Agreement, or which would require the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The arbitrator shall not substitute its judgment for that of the District where its action is not unreasonable. The recommendation of the arbitrator shall be rendered to the District and the

Union and shall be advisory only, and no judgment may be entered thereon.

F. Rights of Parties in Interest

1. No reprisals of any kind shall be taken by any person against any participant in the grievance procedure, whether a party in interest or otherwise, by reason of such participation.
2. Any party in interest may be represented at all stages of this grievance procedure, subject in the case of an employee, to the provisions of Section D(2) above. Where an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of this Formal Grievance procedure.

G. Miscellaneous

1. Subject to the terms of this subparagraph, if, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two. No such grievance shall relate to a hypothetical case, and in bringing such grievance, the Union shall identify the members of the group allegedly adversely affected. A grievance may not be processed at any level of this procedure without the consent of the grievant(s).
2. Time limits specified herein shall not accrue for those days a party in interest is absent.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. The grievant may be present at his/her option at any stage of the proceedings and shall be present at any stage of the proceedings at which his/her presence is requested by the Union, a party in interest, the Superintendent or his/her designee, or the arbitrator.
5. A grievance shall not be processed during school hours except that in the case of unusual circumstances, the Superintendent may waive this provision by written notification to the grievant with a copy to the President of the Union.

H. Rights of the District

The District shall have the right to utilize all provisions of this Article.

ARTICLE XIV — JOB OPENINGS, TRANSFERS AND PROMOTIONS

- A. As early as practicable prior to any change of job classification or creation of new positions within the unit, the Union shall be notified and may consult with the Superintendent or his/her designee.
- B. The Administration will post notice of all District Civil Service clerical openings on the official bulletin board in all District schools and the District office. A copy shall also be provided to the President of the bargaining unit. Notice of a new or vacant position shall include the civil service title and the title(s) of the administrator(s) for whom the employee will be working.
- C. Whenever a temporary position is to be made permanent, it shall be posted as a new permanent position and unit members shall have the opportunity to apply for the permanent position.
- D. Transfers
 - 1. The District shall provide no less than fifteen (15) days' written notice to an employee of his/her involuntary transfer except in cases of emergency or temporary transfer. The employee shall have the right to review the transfer decision with the Assistant Superintendent for Human Resources on request.
 - 2. As used in paragraph D.1, "transfer" shall mean a building to building reassignment. Central Administration shall be considered a separate building for purposes of the definition. As used in paragraph D.1, "temporary" shall mean no more than sixty (60) calendar days.
- E. The District shall give a minimum of thirty (30) days' notice or thirty (30) days' pay if a position within this unit is to be abolished.

ARTICLE XV — GENERAL

A.

1. Whenever a principal or other supervisor considers the work of a non-probationary employee to be below standard, said principal or supervisor shall notify the employee either orally or in writing of that aspect of his/her performance requiring improvement or correction and shall establish a period of time at the discretion of said principal or supervisor within which the employee's performance be brought up to standards prior to any action by way of transfer, withholding of increment, or discipline pursuant to Civil Service Law § 75 for incompetence. This paragraph shall not apply to acts of misconduct, in contrast to poor performance.
 2. As used in paragraph A.1, "transfer" shall mean a building to building reassignment. Central Administration shall be considered a separate building for purposes of this definition.
-

B. Union requests for any personnel information, including but not limited to payroll or time records, rates of pay, salaries, step placement, hiring rates, hiring dates, financial data, benefit programs, individual health, insurance rates, etc., shall be made to the Assistant Superintendent for Human Resources or his/her designee and not to bargaining unit personnel.

C. A copy of this Agreement will be distributed to all members of the clerical staff, and to each new clerical employee hired during the term of this Agreement. The District shall notify the President of the Union of the name and assignment of newly hired unit employees upon employment.

D. Supremacy Clause

For the duration of this Agreement, this Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

E. Savings Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

F. Zipper Clause

This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI — CONCLUSION

It is the purpose of this Agreement to preserve the complete authority of the Board to take action not inconsistent with any provision of this Agreement in respect of the policies and administration of the school system which it exercises under the provisions of law.

ARTICLE XVII - TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

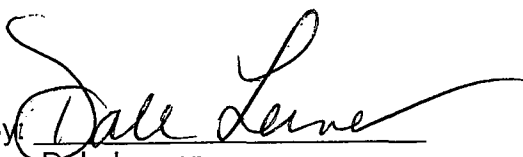
ARTICLE XVIII - DURATION OF AGREEMENT

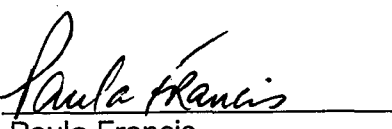
This Agreement shall be in effect from July 1, 2011 through June 30, 2015.

At any time subsequent to December 20, 2014, and prior to January 15, 2015, either party may give written notice of its intention to open negotiations for a new Agreement. Meetings between the parties shall begin no later than fifteen (15) days after such notification.

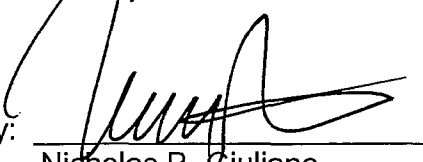
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed on the date first above written.

**Harborfields Professional Office
Personnel**

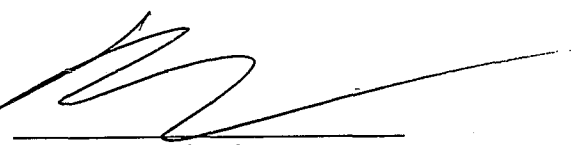
By: 
Dale Lerner
Co-President

By: 
Paula Francis
Co-President

**Harborfields CSD of Greenlawn
Greenlawn, NY**

By: 
Nicholas P. Giuliano
President, Board of Education

United Public Service Employees Union

By: 
Kevin E. Boyle, Jr.
President

APPENDIX "A"**PAYROLL DEDUCTION AUTHORIZATION**

Board of Education
Harborfields Central School District of Greenlawn
Greenlawn, New York

I hereby authorize you, according to arrangements agreed upon with HPOP, to deduct from my salary and transmit to said Union dues as certified by said Union for UPSEU. I hereby waive all right and claim to said monies to deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member Signature _____ Date _____

HARBORFIELDS CENTRAL SCHOOL DISTRICT
ARTICLE IX - SALARY SCHEDULE
2011-2012

1.25%

STEP	X	Y	A	B	C	D	E	F	G
1	\$16,598	\$19,615	\$27,555	\$33,254	\$35,504	\$37,243	\$39,358	\$41,243	\$43,303
2	\$17,035	\$20,136	\$28,351	\$34,247	\$36,561	\$38,357	\$40,535	\$42,467	\$44,591
3	\$17,467	\$20,657	\$29,145	\$35,237	\$37,620	\$39,468	\$41,731	\$43,706	\$45,891
4	\$17,903	\$21,178	\$29,939	\$36,230	\$38,684	\$40,583	\$42,922	\$44,933	\$47,181
5	\$18,338	\$21,702	\$30,733	\$37,232	\$39,744	\$41,694	\$44,113	\$46,173	\$48,480
6	\$18,773	\$22,224	\$31,528	\$38,221	\$40,796	\$42,805	\$45,323	\$47,395	\$49,768
7	\$19,207	\$22,746	\$32,325	\$39,220	\$41,868	\$43,921	\$46,498	\$48,635	\$51,065
8	\$19,828	\$23,489	\$33,459	\$40,355	\$43,003	\$45,195	\$47,837	\$50,044	\$52,545
9	\$20,453	\$24,239	\$34,598	\$41,491	\$44,137	\$46,468	\$49,180	\$51,452	\$54,028
10	\$21,072	\$24,982	\$35,731	\$42,626	\$45,270	\$47,737	\$50,521	\$52,861	\$55,502
11L	\$21,897	\$25,807	\$36,556	\$43,451	\$46,095	\$48,562	\$51,346	\$53,686	\$56,327
16L	\$22,722	\$26,632	\$37,381	\$44,276	\$46,920	\$49,387	\$52,171	\$54,511	\$57,152
21L	\$23,647	\$27,557	\$38,306	\$45,201	\$47,845	\$50,312	\$53,096	\$55,436	\$58,077

11L \$825-After 10 Full Years
16L \$825-After 15 Full Years Above Step 11
21L \$925-After 20 Full Years Above Step 16

X = Clerk (10 Months)
Y = Clerk (12 Months)
A = Clerk Typist (10 Months)
B = Clerk Typist (12 Months)
C = Stenographer
D = Senior Clerk Typist
E = Account Clerk, Senior Stenographer
F = Senior Account Clerk, Principal Stenographer, Principal Clerk
G = Principal Account Clerk

HARBORFIELDS CENTRAL SCHOOL DISTRICT
ARTICLE IX - SALARY SCHEDULE
2012-2013

1.25%

STEP	X	Y	A	B	C	D	E	F	G
1	\$16,805	\$19,860	\$27,899	\$33,670	\$35,948	\$37,709	\$39,850	\$41,759	\$43,844
2	\$17,248	\$20,388	\$28,705	\$34,675	\$37,018	\$38,836	\$41,042	\$42,998	\$45,148
3	\$17,685	\$20,915	\$29,509	\$35,677	\$38,090	\$39,961	\$42,253	\$44,252	\$46,465
4	\$18,127	\$21,443	\$30,313	\$36,683	\$39,168	\$41,090	\$43,459	\$45,495	\$47,771
5	\$18,567	\$21,973	\$31,117	\$37,697	\$40,241	\$42,215	\$44,664	\$46,750	\$49,086
6	\$19,008	\$22,502	\$31,922	\$38,699	\$41,306	\$43,340	\$45,890	\$47,987	\$50,390
7	\$19,447	\$23,030	\$32,729	\$39,710	\$42,391	\$44,470	\$47,079	\$49,243	\$51,703
8	\$20,076	\$23,783	\$33,877	\$40,859	\$43,541	\$45,760	\$48,435	\$50,670	\$53,202
9	\$20,709	\$24,542	\$35,030	\$42,010	\$44,689	\$47,049	\$49,795	\$52,095	\$54,703
10	\$21,335	\$25,294	\$36,178	\$43,159	\$45,836	\$48,334	\$51,153	\$53,522	\$56,196
11L	\$22,160	\$26,119	\$37,003	\$43,984	\$46,661	\$49,159	\$51,978	\$54,347	\$57,021
16L	\$22,985	\$26,944	\$37,828	\$44,809	\$47,486	\$49,984	\$52,803	\$55,172	\$57,846
21L	\$23,910	\$27,869	\$38,753	\$45,734	\$48,411	\$50,909	\$53,728	\$56,097	\$58,771

11L \$825-After 10 Full Years
 16L \$825-After 15 Full Years Above Step 11
 21L \$925-After 20 Full Years Above Step 16

X = Clerk (10 Months)
 Y = Clerk (12 Months)
 A = Clerk Typist (10 Months)
 B = Clerk Typist (12 Months)
 C = Stenographer
 D = Senior Clerk Typist
 E = Account Clerk, Senior Stenographer
 F = Senior Account Clerk, Principal Stenographer, Principal Clerk
 G = Principal Account Clerk

HARBORFIELDS CENTRAL SCHOOL DISTRICT
ARTICLE IX - SALARY SCHEDULE
2013-2014

1.25%

STEP	X	Y	A	B	C	D	E	F	G
1	\$17,015	\$20,108	\$28,248	\$34,091	\$36,397	\$38,180	\$40,348	\$42,281	\$44,392
2	\$17,464	\$20,643	\$29,064	\$35,108	\$37,481	\$39,321	\$41,555	\$43,535	\$45,712
3	\$17,906	\$21,176	\$29,878	\$36,123	\$38,566	\$40,461	\$42,781	\$44,805	\$47,046
4	\$18,354	\$21,711	\$30,692	\$37,142	\$39,658	\$41,604	\$44,002	\$46,064	\$48,368
5	\$18,799	\$22,248	\$31,506	\$38,168	\$40,744	\$42,743	\$45,222	\$47,334	\$49,700
6	\$19,246	\$22,783	\$32,321	\$39,183	\$41,822	\$43,882	\$46,464	\$48,587	\$51,020
7	\$19,690	\$23,318	\$33,138	\$40,206	\$42,921	\$45,026	\$47,667	\$49,859	\$52,349
8	\$20,327	\$24,080	\$34,300	\$41,370	\$44,085	\$46,332	\$49,040	\$51,303	\$53,867
9	\$20,968	\$24,849	\$35,468	\$42,535	\$45,248	\$47,637	\$50,417	\$52,746	\$55,387
10	\$21,602	\$25,610	\$36,630	\$43,698	\$46,409	\$48,938	\$51,792	\$54,191	\$56,898
11L	\$22,427	\$26,435	\$37,455	\$44,523	\$47,234	\$49,763	\$52,617	\$55,016	\$57,723
16L	\$23,252	\$27,260	\$38,280	\$45,348	\$48,059	\$50,588	\$53,442	\$55,841	\$58,548
21L	\$24,177	\$28,185	\$39,205	\$46,273	\$48,984	\$51,513	\$54,367	\$56,766	\$59,473

11L \$825-After 10 Full Years
16L \$825-After 15 Full Years Above Step 11
21L \$925-After 20 Full Years Above Step 16

X = Clerk (10 Months)
Y = Clerk (12 Months)
A = Clerk Typist (10 Months)
B = Clerk Typist (12 Months)
C = Stenographer
D = Senior Clerk Typist
E = Account Clerk, Senior Stenographer
F = Senior Account Clerk, Principal Stenographer, Principal Clerk
G = Principal Account Clerk

**HARBORFIELDS CENTRAL SCHOOL DISTRICT
ARTICLE IX - SALARY SCHEDULE
2014-2015**

1.25%

STEP	X	Y	A	B	C	D	E	F	G
1	\$17,228	\$20,359	\$28,601	\$34,517	\$36,852	\$38,657	\$40,852	\$42,810	\$44,947
2	\$17,682	\$20,901	\$29,427	\$35,547	\$37,950	\$39,813	\$42,074	\$44,079	\$46,283
3	\$18,130	\$21,441	\$30,251	\$36,575	\$39,048	\$40,967	\$43,316	\$45,365	\$47,634
4	\$18,583	\$21,982	\$31,076	\$37,606	\$40,154	\$42,124	\$44,552	\$46,640	\$48,973
5	\$19,034	\$22,526	\$31,900	\$38,645	\$41,253	\$43,277	\$45,787	\$47,926	\$50,321
6	\$19,487	\$23,068	\$32,725	\$39,673	\$42,345	\$44,431	\$47,045	\$49,194	\$51,658
7	\$19,936	\$23,609	\$33,552	\$40,709	\$43,458	\$45,589	\$48,263	\$50,482	\$53,003
8	\$20,581	\$24,381	\$34,729	\$41,887	\$44,636	\$46,911	\$49,653	\$51,944	\$54,540
9	\$21,230	\$25,160	\$35,911	\$43,067	\$45,814	\$48,232	\$51,047	\$53,405	\$56,079
10	\$21,872	\$25,930	\$37,088	\$44,244	\$46,989	\$49,550	\$52,439	\$54,868	\$57,609
11L	\$22,697	\$26,755	\$37,913	\$45,069	\$47,814	\$50,375	\$53,264	\$55,693	\$58,434
16L	\$23,522	\$27,580	\$38,738	\$45,894	\$48,639	\$51,200	\$54,089	\$56,518	\$59,259
21L	\$24,447	\$28,505	\$39,663	\$46,819	\$49,564	\$52,125	\$55,014	\$57,443	\$60,184

11L \$825-After 10 Full Years
 16L \$825-After 15 Full Years Above Step 11
 21L \$925-After 20 Full Years Above Step 16

X = Clerk (10 Months)
 Y = Clerk (12 Months)
 A = Clerk Typist (10 Months)
 B = Clerk Typist (12 Months)
 C = Stenographer
 D = Senior Clerk Typist
 E = Account Clerk, Senior Stenographer
 F = Senior Account Clerk, Principal Stenographer, Principal Clerk
 G = Principal Account Clerk